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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	Paul A. Mason	Confirmation No.:	9664
Serial No.:	10/045,730	Art Unit:	1615
Filed:	October 19, 2001	Examiner:	Isis A.D. Ghali
For:	STERILE, BREATHABLE PATCH FOR TREATING WOUND PAIN	Attorney Docket No:	10071-018-999

**STATEMENT CONCERNING COMMON OWNERSHIP
AND DISQUALIFICATION OF REFERENCE UNDER 35 U.S.C. §§ 103(a) AND (c)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The above-identified application and U.S. Patent Nos. 6,383,511 and 6,455,066, cited by the Examiner in the Office Action dated March 3, 2005 as references under 35 U.S.C. § 103(a), were, at the time the invention in the above-identified application was made, owned by, and/or subject to an obligation of assignment to, EpiCept Corporation. Applicants submit copies of the assignments for the above-identified application and for U.S. Patent Nos. 6,383,511 and 6,455,066, in support of this statement.

Applicant therefore requests, in accordance with 35 U.S.C. § 103(c) and *MPEP* § 706.02(l)(1) and (2), that U.S. Patent Nos. 6,383,511 and 6,455,066 be disqualified and removed as references under 35 U.S.C. § 103(a) in the above-identified application.

No fee is believed to be due for this submission. Should any fee be required, however, please charge such fee to Jones Day Deposit Account No. 50-30313.

Respectfully submitted,

Date: July 5, 2005

Samuel B. Abrams 30,605
Samuel B. Abrams (Reg. No.)

By: Michael J. Ryan 41,283
Michael J. Ryan (Reg. No.)

JONES DAY
222 East 41st Street
New York, NY 10017-6702
(212) 326-9028



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Total Assignments: 1

Patent #: 6455066 **Issue Dt:** 09/24/2002 **Application #:** 09523652 **Filing Dt:** 03/10/2000

Inventors: Wilfried Fischer, Katharina Stoeger, Petra Huber

Title: INTRADEMEL-PENETRATION AGENTS FOR TOPICAL LOCAL ANESTHETIC ADMINISTRATION

Assignment: 1

Reel/Frame: 010687/0652

Recorded: 03/24/2000

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: FISCHER, WILFRIED

Exec Dt: 02/18/2000

STOEGER, KATHARINA

Exec Dt: 02/18/2000

HUBER, PETRA

Exec Dt: 02/18/2000

Assignee: EPICEPT, INC.

270 SYLVAN AVENUE

ENGLEWOOD CLIFFS, NEW JERSEY 07632

Correspondent: PENNIE & EDMONDS LLP

SAMUEL B. ABRAMS

1155 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

Search Results as of: 07/05/2005 10:52 AM

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Patent Assignment Abstract of Title

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Total Assignments: 2

Patent #: 6383511 **Issue Dt:** 05/07/2002 **Application #:** 09425925 **Filing Dt:** 10/25/1999

Inventor: R. DOUGLAS CASSEL

Title: LOCAL PREVENTION OR AMELIORATION OF PAIN FROM SURGICALLY CLOSED WOUNDS

Assignment: 1

Reel/Frame: 010343/0755 **Recorded:** 10/25/1999 **Pages:** 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: CASSEL, R. DOUGLAS **Exec Dt:** 10/06/1999

Assignee: AMERICAN PHARMED LABS, INC.

270 SLYVAN AVENUE
ENGELWOOD CLIFFS, NEW JERSEY 07632

Correspondent: PENNIE & EDMONDS

SAMUEL ABRAMS
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

Assignment: 2

Reel/Frame: 014066/0012 **Recorded:** 05/14/2003 **Pages:** 4

Conveyance: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

Assignor: AMERICAN PHARMED LABS INC. **Exec Dt:** 11/18/1999

Assignee: EPICEPT CORPORATION
270 SYLVAN AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632

Correspondent: PENNIE & EDMONDS LLP

SAMUEL B. ABRAMS
1667 K STREET, N.W.
WASHINGTON, D.C. 20006

Search Results as of: 07/05/2005 11:00 AM

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(19) United States

(12) Patent Application Publication (10) Pub. No.: US 2003/0082225 A1
Mason (43) Pub. Date: May 1, 2003

**(54) STERILE, BREATHABLE PATCH FOR
TREATING WOUND PAIN**

(76) Inventor: Paul Arthur Mason, Flemington, NJ
(US)

Correspondence Address:
PENNIE AND EDMONDS
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 100362711

(21) Appl. No.: 10/045,730

(22) Filed: Oct. 19, 2001

Publication Classification

(51) Int. Cl. 7 A61K 31/483; A61K 9/70;
A61K 31/137

(52) U.S. Cl. 424/449; 514/282; 514/650

(57) ABSTRACT

An intradermal patch having a permeable backing coated with a polyvinylpyrrolidone-based hydrogel and containing one or more local anesthetics. The patch is breathable, non-irritating upon application and removal, soothing, and sterile. The patch is useful for treating the pain associated with non-intact skin indications.

Patent Assignment Abstract of Title

NOTE: Results display only for issued patents and published applications.
For pending or abandoned applications please consult USPTO staff.

Total Assignments: 2

Patent #: NONE Issue Dt: Application #: 10045730 Filing Dt: 10/19/2001

Publication #: US20030082225 Pub Dt: 05/01/2003

Inventor: Paul Arthur Mason

Title: Sterile, breathable patch for treating wound pain

Assignment: 1

Reel/Frame: 012880/0736 Recorded: 05/07/2002 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: MASON, PAUL

Exec Dt: 04/30/2002

Assignee: EPICEPT CORPORATION

270 SYLVAN AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632

Correspondent: PENNIE & EDMONDS LLP

MAX BACHRACH
1667 K STREET, N.W.,
WASHINGTON, D.C. 20006

Assignment: 2

Reel/Frame: 014401/0205 Recorded: 08/19/2003 Pages: 2

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: MASON, PAUL ARTHUR

Exec Dt: 07/16/2003

Assignee: EPICEPT CORPORATION

270 SYLVAN AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632

Correspondent: PENNIE & EDMONDS LLP

B. GARY ZHANG
1667 K STREET, N.W.,
WASHINGTON, D.C. 20006

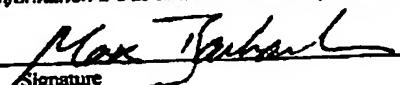
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Web Interface last modified: Oct. 5, 2002

05-15-2002

102090135

Attorney Docket Number
10071-018-999

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Execution Date: April 30, 2002			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____			
A. Patent Application No.(s) 10/045,730		B. Patent No.(s) _____	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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Max Bachrach For: Samuel B. Adams Name of Person Signing	Reg. No. 45,479 Reg. No. 30,605		May 7, 2002 Date
Total number of pages including cover sheet: 2			

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05/15/2002 101021 00000004 161150 10045730
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PATENT
REEL: 012880 FRAME: 0736

SOLE

ASSIGNMENT

WHEREAS, I, Paul Mason, ASSIGNOR, citizen of the United States, residing at 3 Sunset View Road, Flemington, NJ 08822, am the inventor of the invention in STERILE, BREATHABLE PATCH FOR TREATING WOUND PAIN for which I have executed an application for a Patent of the United States

- which is identified by Pennie & Edmonds LLP docket no. 10071-018-999
- which was filed on October 19, 2001 as Application No. 10/045,730

and WHEREAS, EPICEPT CORPORATION, 270 Sylvan Avenue, Englewood Cliffs, NJ 07632, ASSIGNEE is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioners of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

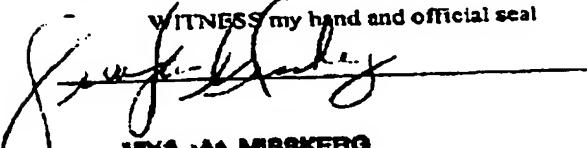
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of April, 2002.

L.S.

State of N J)
County of BERGEN) SS:

On April 30, 2002, before me, VIVA JANIS KERG, Notary Public, personally appeared Paul Mason, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


VIVA JANIS KERG
Notary Public of New Jersey
My Commission Expires 02/04/2004

DC1-316867.1

RECORDED: 05/07/2002

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REEL: 012880 FRAME: 0737

08-22-2003

102532891

ST Attorney Docket Number 10071-018-999



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Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Country (if other than USA):	
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4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Application No.(s) <u>10/045,730</u>		B. Patent No.(s)	
		Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006		6. Number of applications and patents involved: <u>1</u>	
		7. Total fee (37 CFR 3.41): \$ <u>40.00</u> Please charge to the deposit account listed in Section 8.	
		8. Deposit account number: <u>16-1150</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>			
B. Gary Zhang For Samuel Abrams Name of Person Signing		47,331 30,605 Reg. No. Signature 	
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PATENT
REEL: 014401 FRAME: 0205

JUL-31-2003 11:15 EPICERT
 Received: 7/16/03 1:02PM
 Sent By: PAUL MASON;

2018378200 P.03
 0007861800 -> 00043598404; Page 2
 0087861800; JUL-16-03 1:02PM; Page 2/2

SOLE

ASSIGNMENT

WHEREAS, I, Paul Arthur Mason, ASSIGNOR, citizen of the United States, residing at 3 Sunset View Road, Flemington, NJ 08822, am the inventor of the invention in EPICERT, BREATHABLE PATCH FOR TRAUMATIC WOUND PAIN for which I have executed an application for a Patent of the United States

which is identified by Peenix & Edmonds as docket no. 10071-018-999
 which was filed on October 19, 2001 as Application No. 10/045,730

and WHEREAS, EPICERT CORPORATION, 270 Syvan Avenue, Englewood Cliffs, NJ 07632, ASSIGNEE, is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application;

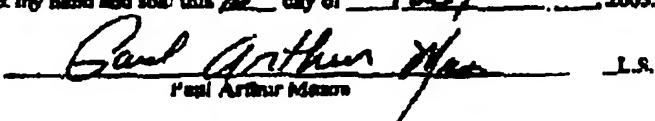
NOW, THEREFORE, In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all renewals and extensions thereof; and all applications for Industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other International agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all renewals, renewals and extensions thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing, renewals and foreign applications, make all rightfull oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

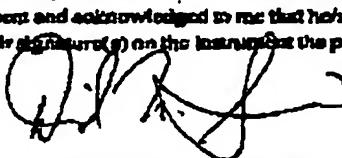
IN TESTIMONY WHEREOF, I hereinunto set my hand and seal this 16 day of July 2003.


 Paul Arthur Mason
 I.S.

State of New Jersey
)
) SS:
 County of Hunterdon)

On JULY 16 2003, before me, David M. Semanchik, Notary Public, personally
 appeared Paul Arthur Mason, personally known to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is subscribed on the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


 David M. Semanchik
 Attorney at Law

PAGE 30*RCVD AT 7/16/2003 11:13:05 AM [Eastern Daylight Time]*SVER11*DMR21*CSID:2018378200*DURATION (min:st):0:134

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